Registered No. M.—1175

515

The Mysore Gazette.

Vol. 66.] PUBLISHED BY AUTHORITY. [No. 44.

BANGALORE, THURSDAY, NOVEMBER 5, 1931

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

KOLAR DISTRICT.

Notification Mis. No. 354, *dated* 29*th October* 1931.

Under section 40 of the Mysore Forest Regulation it is hereby notified for general information that 12 junglewood poles found in the kuntes (ಕುಂಟೆಗಳು) near Dinnapalli, Goribidnur Taluk will be forfeited to Government if the claimants, thereof if any, fail to appear before the undersigned and establish their claims within two months from the date of publication of this notification.

No.	Kind	Dimension		No.	Kind	Dimension	
		Length	Girth			Length	Girth
1	Hulave ...	11—6	1—6	7	Channangi ...	11—5	1—3
2	Do ...	12—3	1—3	8	Thupre ...	12—0	1—2
3	Maddi ...	8—5	2—0	9	Do ..	9—6	1—0
4	Do ...	9—2	2—0	10	Huluve ...	11—5	1—10
5	Channangi ...	11—5	1—4	11	Tupra ...	10—3	1—11
6	Do ...	11—9	1—3	12	Dindiga ...	10—4	1—10

These 12 poles are in the custody of Shanbhog Subbarayappa of Dinnapalli.

M. A. VARADACHAR,
District Forest Officer.

HASSAN DISTRICT.

Abstract Notification dated 4th October 1931.

The attention of the public is invited to the detailed notification of date published on pages 1131 and 1132, Part VI of the *Mysore Gazette*, dated the 15th October 1931, regarding the sale of standing timber in the Arsikere Range.

Name of Forest	Kind of timber	Quantity in c.ft.	Place of sale	Date of sale
Hirikalgudda Forest ...	Jalari ...	200	Arsikere ...	6th November 1931.
	Honne ...	200		
Manjenhalli, Amrut Mahal Kaval.	Junglewood ...	160	Manjenhalli kaval	7th November 1931.

N.B.—The above sales will be conducted by the Range Officer, Arsikere, at 2 P.M., on these dates.

MAHOMED PIR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

SALE OF TIMBER AND SAWN MATERIALS.

Notification dated 28th October 1931.

It is hereby notified for general information that the undermentioned quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Shimoga Division, or any other Officer deputed by him on the dates noted against each depot :—

Name of depot	Date of Sale	Kind of timber	Quantity in C.ft.	Remarks
1	2	3	4	5
(1) Timber depot, Shimoga	23rd November 1931, Monday.	Teak	6,000	The sales will be held from 8 A.M., to 11 A.M., and 2 P.M., to 5 P.M. If the sale is not concluded on the same day, it will be continued on the next day also.
		Bete	3,200	
		Nandi	10,000	
		Matti	12,000	
		Hunal	4,500	
		Yettiga	10,000	
		And other kinds ..	21,300	
		Total ..	67,000	
(2) Saw Mill Depot, Shimoga.	25th November 1931, Wednesday.	Teak rafters and planks ..	300	
		Bete do ..	100	
		Honne do ..	800	
		Nandi do ..	2,000	
		Matti do ..	1,500	
		Other kinds do ..	3,300	
		Total ..	8,000	
			R. ft.	
		Teak reepers	10,500	
		Beete do	740	
		Honne do	2,835	
		Matti do	5,545	
		Nandi do	13,380	
		Other kinds reepers ..	73,000	
		Total ..	10,600	

N B.—The quantities advertised are only approximate.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests, if the amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued, to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale whichever is later. In case of purchasers above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1932. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the date fixed above the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after 15th May 1932. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale; for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 9 per cent per annum from the date of their falling due up to the date of payment.

Abstract Notification dated 13th September 1931.

The attention of the public is invited to the detailed notification calling for tenders for the carting of Balagi poles in the Shimoga Division during the year 1931-32 published in pages 1178 and 1179 of Part VI of the *Mysore Gazette*, dated the 29th October 1931.

The date of opening the tenders in the District Forest Office is 7th November 1931 at 4 P.M. sharp.

C. A. JABBAR,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 8th October 1931.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Kadur Division for the year 1931-32, will be sold by public auction by the District Forest Officer, Kadur Division, at 2 P.M. on the dates and at the places noted below:—

Name of Range	Name of Forest	Bamboos		Place and Date of sale
		Big	Small	
Koppa	Devadan State Forest	5,000	5,000	Chikmagalur, 1st December 1931.
	Basavankote State Forest	5,000	5,000	
	Halasur State Forest	5,000	5,000	
	Basti State Forest	5,000	5,000	
Mudgere	Saragode State Forest	5,000	5,000	Chikmagalur, 1st December 1931.
Kadur	Doddenagudda District Forest ..	5,000	10,000	Chikmagalur, 1st December 1931.

1. Each bidder shall deposit Rs. 25 with the sale conducting officer and the deposits of the unsuccessful bidders will be returned after the sale.

2. The sale is subject to the confirmation of the Conservator of Forests who reserves to himself the power of accepting or rejecting any bid without assigning any reason therefor.

3. The highest bidder shall deposit twenty-five per cent of the lease amount including the deposit already made immediately the sale is concluded together with the Local, Railway and Education Cesses at two annas per rupee on the full sale amount. If he fails to do so, the produce will be resold at his risk in which case, he shall not participate in any profit arising therefrom, but on the other hand, shall be liable for any loss that may thereby be caused to Government, which will be recovered as an arrear of land revenue.

4. The successful purchaser or lessee shall pay the balance of the lease amount in full within a week from the date on which the intimation of confirmation is given to him, failing which, the amount deposited or the whole amount paid already, as the case may be, will be forfeited to Government and the right resold subject to the conditions stipulated in para 3 *supra*.

5. The lessee shall sign the agreement binding himself to observe the following conditions and it shall be executed within a week from the date on which the confirmation of the sale may be intimated to him; in default, the money paid by him will be forfeited to Government and the right disposed of by resale at his risk as defined in paras 3 and 4 *supra*. The lessee shall not be allowed to enter the forest and cut bamboos until he has executed the agreement and paid the full amount.

Conditions.

(*a*) The bamboos shall be collected or stored outside the block as such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a "permit to remove" is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) The lessee shall not cut bamboos outside the limits of the block to which the lease refers nor exploit immature clumps less than two years old.

(*c*) The lessee will be personally responsible for the acts of his agents or servants or coolies in the business of collection and removal of bamboos and for preventing and cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) The lessee shall not sell the right purchased by him to other person or persons or appoint any agent or agents to work for him, without obtaining the previous permission, in writing, of the District Forest Officer.

(*e*) The lessee shall collect and remove the full quantity purchased from the limits of the forest before the end of June 1932. No permission will be granted for cutting and collection of bamboos after the 30th June 1932.

(*f*) The lessee shall accept the minimum quantity fixed in the notification as available in the block or area concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he will pay for the excess quantity at auction sale rates.

(*g*) The lessee shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) The lessee will be held responsible for the occurrence of any fire within the forest if there is sufficient ground for the Forest Department to suspect that it was caused by his negligence or by that of his employees.

(*i*) Neither the lessee nor his employees shall entire the forest either before sunrise or after sunset.

(*j*) The lessee shall, soon after the sale is confirmed, deposit Rs. 100 (one hundred only) as security for the due fulfilment of the conditions of the lease. In the event of the breach of any of the above conditions, the money deposited as security shall be forfeited to Government in whole or in part as the Conservator of Forests may decide and the lease liable to be cancelled.

6. The sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise of the rights of the villagers.

SALE OF TIMBER TREES IN HIGH FORESTS.

Notification, dated Chikmagalur, 24th October 1931.

It is hereby notified for general information that the right to cut and remove the following timber trees in the plantation areas of the State Forests in the Kadur Division for the year 1931-32, will be sold by public auction by the District Forest Officer, or the Range Officer as the case may be subject to the conditions mentioned below :—

Place of sale—Sangameswarapet. Date of sale—28th November 1931.

Coupe	Teak	Honne	Bete	Mathi	Nandi, jambe jalari and bilwara, nebbalsu	Other kinds	Total
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.
Malgode Halagur State Forest 20 acres.	..	250	..	250	100	175	775
Yelekal Basavankote State Forest, 20 acres.	..	150	25	250	75	200	700

The sale will commence at 2 P.M. precisely, on each day, and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below, and of the Conservator of Forests in other cases.

N.B.—It should be clearly noted that the contractor, should make his own arrangements for the removal of the timber in the Coupes and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Departmental elephants can be hired, when available, for dragging timber, on payment of hire of Rs. 6 per male and Rs. 5 per female elephant per day, rations to the elephant being supplied by the hirer at his own cost, it being clearly understood that the applicant will have to bear the whole charges for the days beginning that on which the animal is sent out for hire and sending with the day on which the animal reaches the place from which it had to start for the purpose.

N.B.—A working day is only of six hours.

Each bidder shall, before being permitted to bid, be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returned to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less deposit already paid, failing which, the right will be resold or the work carried out by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other officer, conducting the sale as may be deputed by the District Forest Officer, to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit a sum Rs. 100 (one hundred) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That he shall fell and remove the timber purchased by him before the 15th May 1932.

(*b*) That he shall make the felling of all trees which are not reserved by the Department.

(*c*) That he shall fell the trees he has purchased and dress the logs on the spot. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*d*) That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

(*e*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.

(*f*) That he will not be eligible for any refund of advance revenue, if the minimum quantity so fixed of each species is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*g*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*h*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*i*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*j*) That, if any tree which has been retained by the Department is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*k*) That no operations shall take place in the Forest after sunset and before sunrise.

(*l*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*m*) That he shall have no right whatsoever over the timber paid for but left unremoved after the 31st May 1932.

(*n*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*o*) That for any breach of any of the conditions of the contract by the conractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shal resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

SALE OF TIMBER TREES IN HIGH FORESTS.

Notification, dated Chikmagalur, 24th October 1931.

It is hereby notified for general information that the right to cut and remove the following timber trees in the undermentioned coupes of the State Forests in the Kadur Division for the year 1931-1932, will be sold by public auction by the District Forest Officer, or the Range Officer, as the case may be subject to the conditions mentioned below :—

Place of sale ... Chikmagalur | Date of sale ... 1st December 1931.

Coupe	Teak	Honne	Bite	Mathi	Nandi, Jambe, Jalari, and Bilawara Hebbalasu	Other kinds	Total
Halasur State Forest— C. No. 3 of 1931-32 ..	..	550	100	1,250	680	1,620	4,200
Devadan State Forest— C. No. 3 of 1931-32 ..	..	2,200	300	4,500	3,600	4,000	14,600

The sale will commence at 2 P.M. precisely, on each day, and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 1,000 and below, and of the Conservator of Forests in other cases.

N.B.—It should be clearly noted that the contractor, should make his own arrangements for the removal of timber in the coupe and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Each bidder shall, before permitted to bid, required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest [illegible] deposit will be returnable to him at the

failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot or timber).

5. Power is reserved to the District Forest Officer or such other officer, conducting the sale as may be deputed by the District Forest Officer, to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber purchased by him before the 15th June 1932.

(*b*) That he shall make the fellings of the trees in consecutive order as they are marked without picking or choosing and without causing damage to he surrounding growths.

N.B.—200 or any number of mathi required by the Department will be reserved.

(*c*) That he shall fell the trees he has purchased and dressed the logs on the spot, and shall not remove such logs as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*d*) That only saws shall be used for cutting up the logs into the required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

(*e*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portion of a tree either in logs, pieces or poles.

(*f*) That he will not be eligible for any refund of advance revenue if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*g*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*h*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*i*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*j*) That if any tree other than the one bearing the departmental stamp or a tree that has not been purchased is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*k*) That no operations shall take place in the forest after sunset and before sunrise.

(*l*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*m*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after the 30th June 1932.

(*n*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*o*) That for any breach of any of the conditions of the contract by the contractor, or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in